

## QUITCLAIM DEED WITH COVENANT

012864

KNOW ALL MEN BY THESE PRESENTS, that Crestwood Park Associates, a New Jersey limited partnership having an office c/o Equity Programs, Ltd., 400 Kelby Street, Fort Lee, New Jersey 07024 (the "Grantor"),

IN CONSIDERATION OF Three Million, Fifty Thousand Dollars (\$3,050,000.00) and other good and valuable consideration, paid by CRESTWOOD GROUP, a Maine general partnership, having an office c/o Winchester Management Company, 638 Congress Street, Portland, Maine 04101 (the "Grantee"), the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell, remise, release, convey with quitclaim covenant to the Grantee, to it and its successors and assigns, forever, the premises and real property described in Exhibit "A" attached hereto and made a part hereof.

This conveyance is made subject to: (a) any state of facts which an accurate survey may show; (b) covenants, zoning ordinances, restrictions, easements and utility agreements of record; (c) all existing leases covering apartments on said premises; and (d) the lien of real estate taxes assessed for the year beginning April 1, 1989, which the Grantee assumes and agrees to pay.

TO HAVE AND TO HOLD the aforegranted and bargained premises and property with all the privileges and appurtenances thereof to the said Grantee, its successors and assigns, to them and their use and behoof forever.

Waterville

And the said Grantor does hereby covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises and said property; that they are free of all encumbrances except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will Warrant and Defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under them except as aforesaid.

IN WITNESS WHEREOF the said Crestwood Park Associates has caused this instrument to be signed in its name by a general partner of said Crestwood Park Associates, thereunto duly authorized as of this 15<sup>th</sup> day of June, 1989.

WITNESS:

CRESTWOOD PARK ASSOCIATES

Antonin Breolin

By: \_\_\_\_\_

Andrew H. Lynette,  
General Partner

STATE OF NEW JERSEY )  
COUNTY OF BERGEN ) ss:

Personally appeared the above named Andrew H. Lynette, personally known to me to be a General Partner of Crestwood Park Associates, and acknowledged the foregoing instrument to be the free act and deed of Crestwood Park Associates and his own free act and deed in his said capacity.

Before me

Maria Hafkemeyer  
Notary Public

MARIA HAFKEMEYER  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 17, 1994

SEAL

## Tract A (Parcel No. 2)

A certain parcel of land with the buildings thereon situated in Waterville, County of Kennebec, State of Maine, bounded and described as follows: Beginning at an iron pin set in the ground in the northerly line of land formerly of one Clark, more recently owned by Leo Compagnon which iron pin is located five hundred sixty-one (561) feet more or less on a compass course bearing North sixty degrees West (N 60° W) of said Compagnon's northeasterly corner in the westerly line of the West River Road also known as the Sidney Road; thence on a compass bearing of North twenty-one degrees forty-eight minutes east (N 21° 48' E) a distance of one thousand seventy-four and seven tenths (1,074.7) feet, more or less to an iron rod in a drilled hole in a boulder; thence on a compass bearing of North sixty degrees West (N 60° W) a distance of five hundred (500) feet more or less to an iron pin; thence on a compass bearing of South forty-eight degrees three minutes West (S 48° 03' W) a distance of one thousand one hundred eighteen and forty-five hundredths (1,118.45) feet more or less to an iron pin in said Compagnon's northerly line; thence on a compass bearing of South sixty degrees East (S 60° E) in said Compagnon's northerly line a distance of one thousand (1,000) feet, more or less to the point of beginning.

Being known as Parcel 2 on a certain plan dated February 16, 1972, prepared by Richard J. Carey, Registered Land Surveyor, recorded in Kennebec County Registry of Deeds on February 28, 1972 Plan Book 42, Page 5.

Together with a perpetual easement and right of way in common with others over and across the fifty (50) foot wide strips of land shown as easement and right of way areas on Parcel 1, which fifty (50) foot wide strips encompass Crestwood Drive, all as shown on Plan of Crestwood Park for Hamilton Investment Trust by Rowe & Ellis dated June 27, 1977 and recorded in Kennebec County Registry of Deeds, File No. E77075, for vehicular and pedestrian ingress and egress, location and placement of utility and water poles, lines and pipes and maintenance and repair of the same to service any and all of the above described premises.

Also conveying a right of entry to and use of the sewerage system as presently existing on Parcel 1 as shown on said Plan of Crestwood Park for Hamilton Investment Trust; together with the right to keep, maintain and repair the same. Said right of entry and use, however, shall be subject to a determination by the Waterville Sewerage District that the said sewerage line is adequate for the purposes of serving Parcel 3 on the aforesaid plan dated February 16, 1972 prepared by Richard J. Carey, in addition to serving the improvements on said Parcel 2 (formerly owned by Hamilton) as shown on said Plan of Richard J. Carey, and said Parcel 1 as it may legally be developed. Provided, however, that said right of entry and use shall cease and determine upon the conveyance and transfer by Hamilton, their successors and assigns, of said sewerage system to the Waterville Sewerage District. The owner of the foregoing rights shall not in the exercise of said right of entry and use, unreasonably interfere with the use and enjoyment of said Parcel 1 and in the event of any disturbance of the surface of the land above said sewerage system shall return the surface to its former condition.

Together with a perpetual easement, over the drainage easement area located in the southeasterly corner of premises of Paul J. Mitchell, as shown on said Plan of Crestwood Park for Hamilton Investment Trust by Rowe & Ellis dated June 27, 1977 and recorded in Kennebec County Registry of Deeds, File No. E77075, (a) for the purpose of locating, repairing, replacing and maintaining a drainage way, pipe or culvert, as shown on said Plan of Crestwood Park for Hamilton Investment Trust and (b) for the purpose of loaming, seeding and maintaining grass on said drainage easement area, which grassed area shall be for the purpose of controlling the drainage across said area onto the adjoining land of Hamilton, reserving to Paul J. Mitchell, his heirs and assigns the right to pave over the portion of said drainage easement area which represents an extension westerly from the westerly boundary of adjacent land of Hamilton into the land of Paul J. Mitchell of the right of way over adjacent land of Hamilton, as shown on said Plan of Crestwood Park for Hamilton Investment Trust together with the right to use said paved area for pedestrian and vehicular ingress and egress, location and placements of utility and water poles, lines and pipes and maintenance and repair of the same.

This conveyance is subject to the easements, rights of way and rights conveyed by Trustees of Hamilton Investment Trust to Paul J. Mitchell under the Agreement dated June 28, 1977 between said Trustees and Paul J. Mitchell and recorded in Kennebec County Registry of Deeds. in Book 2014, Page 61.

Meaning and intending to convey and hereby conveying the premises shown as Parcel 2 on a Plan dated February 16, 1972 prepared by Richard J. Carey, which plan is recorded in Kennebec County Registry of Deeds in Plan Book 42, Page 5, and the premises shown as Parcel 2 on Plan of Crestwood Park from Hamilton Investment Trust by Rowe & Ellis dated June 27, 1977, and recorded in Kennebec County Registry of Deeds, File No. E77075.

Tract B (Parcel No. 1)

A certain lot or parcel of land situated in Waterville, County of Kennebec, and State of Maine, bounded and described as follows:

Beginning in the westerly line of the West River Road, so-called, and at the southeast corner of land of Ezra S. Lunn; thence on a compass bearing of North 60° 00' West and along said Lunn's southerly line a distance of eight hundred twenty (820) feet to an iron rod in a drilled hole in a boulder; thence on a compass bearing of South 21° 48' West a distance of one thousand seventy-four and seven tenths (1,074.7) feet to an iron pin; thence on a compass bearing of South 60° East in the north line of land now or formerly of Leo Compagnon a distance of five hundred sixty-one (561) feet along said Compagnon's north line to the west line of said West River Road, so-called; thence in a northerly direction and along the westerly line of said West River Road, so-called, to the point of beginning.

This conveyance is subject to and there is hereby excepted herefrom the easements, rights of way and rights conveyed by Trustees of Hamilton Investment Trust to Paul J. Mitchell under the agreement dated June 28, 1977 between said Trustees and Paul J. Mitchell and recorded in Kennebec County Registry of Deeds in Book 2014, Page 61.

Meaning and intending to convey and hereby conveying the premises shown as Parcel 1 on a Plan dated February 16, 1972 prepared by Richard J. Carey, which plan is recorded in Kennebec County Registry of Deeds in Plan Book 42, Page 5, and the premises shown as Parcel 1 on Plan of Crestwood Park for Hamilton Investment Trust by Rowe & Ellis dated June 27, 1977, and recorded in Kennebec County Registry of Deeds, File No. E77075.